

*At
Cancelled*

sandwich construction with a central ply sandwiched between plies having unidirectional inorganic fibers.

Remarks

Enclosed is a copy of the first sheet of drawing showing in red a proposed reference numeral correction. Once approved by the examiner it will be made.

By this amendment, three of the rejected claims are canceled and six of the claims are rewritten. Moreover, eight of the claims are amended and two claims are added to assure applicant the protection to which he is believed to be entitled. In this connection, counsel's check for \$78.00 is enclosed to cover the additional fee because of the increase in the number of independent claims. Moreover, changes are made to the patent description by this amendment to correct obvious errors, clarify matters, etc. (Care has been taken to assure that no new matter is added.) It is to be noted that the recital in claim 11 that the laminate material of the soundboard is made up of "organic" fibers is also corrected to "inorganic" fibers to correct what is believed to be an obvious error. In this connection, see claim 1 and the discussion on pages 15-17 of the description of the laminate material make-up.

Turning to the rejection, claims 2-9, 11, 15 and 19 stand rejected under 35 USC 112 second paragraph for various reasons. These claims either have been amended or rewritten to overcome this rejection. Specifically, the wording "the same" in claims 2 and 8 was required to be changed to be more definite. These claims are changed by this amendment to specify what was meant.

Claims 3, 5, 6, and 15 were rejected because of the language "between about." It has been changed to be "essentially between." In this connection, applicant is concerned that someone may attempt to avoid the particular claim(s) in question by being slightly out of the range recited but yet having a structure which is functionally the same as what is claimed. Claim 3 recites, for example, a range of 40 and 60 percent resin. It is possible that one may attempt to avoid the claim by having something outside the range, such as 39.5 percent resin, in spite of the fact that the result might essentially be the same if resin in the range claimed is used. While from the legal standpoint it would be equivalent, applicant wishes to avoid being so definite with the range limitations that he finds himself in court with an infringer. This can be avoided by including claim recitals of the ends of the ranges making it clear that the claim in question is not avoided simply by assuring one is outside of a very definite range. This approach is quite consistent with the law relative to definiteness of claim recitals, and it should be noted that insofar as applicant is concerned, the word "substantially" instead of "essentially" also would be satisfactory.

The word "generally" as it appears in claims 7, 8 and 11 also in the written action is stated to be considered to render the claims in which it appears indefinite. In a telephone conversation on June 4, the examiner indicated to counsel that he thought the word is appropriate and therefore it has not been changed. It should be noted, though, that insofar as counsel is concerned the word "substantially" would probably suffice. The term "relatively" in claims 11 and 19 is also stated to render the claims in which it appears indefinite. It has been deleted. In this connection, the terminology "low density and well damped laminate material" in claim 19 is sufficiently definite to enable those skilled in

the art familiar with composite laminate materials to know what is claimed and what is not.

Claims 2-6, 8, 9, and 15 were only rejected under 35 USC ¶ 112, second paragraph. It is respectfully submitted that the rejection is overcome by the changes made by this amendment and that such claims now are allowable. (In this connection, it is stated in the action that such claims would be allowable if rewritten to overcome the rejections under 35 USC ¶ 112 second paragraph as long as it was clear that they included all of the limitations of the base claims and intervening claims.) The examiner is urged to telephone applicant if he believes further changes might be appropriate.

Claims 1 and 20 stand rejected under 35 USC 102(b) as being clearly anticipated by U.S. Patent No. 3,699,836 issued to Glasser. Claim 1 is canceled by this amendment and claim 20 is rewritten to emphasize that the soundboard is made from different laminates both as to resin and fiber to tailor its response to vibrations of the string sections. Such a tailored soundboard clearly is not shown by Glasser.

Claims 1, 7, and 20 stand rejected under 35 USC 102(b) as being clearly anticipated by Stevens. Again, as mentioned above, claim 1 is canceled. Moreover, by this amendment claim 7 is made dependent on claim 2. This claim is therefore believed to be allowable along with claim 2 in view of the rewriting of claim 2 to overcome the rejection under 35 USC 112, second paragraph. As has been mentioned previously, claim 20 is rewritten to bring out that the response of the soundboard to string vibration is tailored by selection of

the resin and fibers making up the various plies from which it is made. Stevens has no disclosure whatsoever regarding such a tailoring.

Claims 16, 18, 19, and 20 stand rejected under 35 USC 102(e) as being clearly anticipated by U.S. Patent No. 5, 895,872 naming Chase as the inventor. Claim 16 is canceled by this amendment, and claims 18 and 19 are made dependent upon allowed claim 17. It is therefore respectfully submitted that these claims also are allowable.

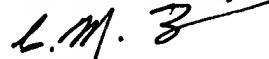
Relative to claim 20, as pointed out above it has been rewritten to bring out that the response of the soundboard is tailored by selecting composite laminates that differ from one another relative to resins and fibers. It is to be noted that the differences are not necessarily chemical differences, i.e., they well could be density, length, etc. differences.

Claims 21 and 22 are added by this amendment to round out the patent protection requested by applicant. Claim 21 is dependent on claim 20 and is an article of manufacture counterpart. Claim 22 is directed to the construction of the blade stiffeners. It brings out that each of these stiffeners is a sandwich construction with a central ply sandwiched between plies having unidirectional and inorganic fibers. None of the art either discloses or in any way suggests such an arrangement.

A conscientious effort is made by this amendment to place the application in allowable condition. A notice of allowability is solicited. The examiner is urged to telephone the undersigned counsel, though, if he believes that the

application is not in condition for allowance as presently submitted and a telephone interview may well advance the prosecution.

Respectfully submitted,


C. Michael Zimmerman
Attorney for Applicant
Reg. No. 20,451

Tel No.: (650) 326-1226
P.O. Box 50723
Palo Alto, CA 94303